

Provision of Recruitment Services

General Terms & Conditions

1. Introduction

This General Terms & Conditions covers the general aspects for the Provision of Recruitment Services for MTR Corporation Limited (the Corporation).

2. Scope of Services

The Agent is required to recruit qualified Personnel for the Corporation in accordance with the requirements set out in this General Terms and Conditions. The services shall include:

- Publish the recruitment advertisement (Note)
- Verify the applicants' information & qualifications
- Shortlist candidates
- Conduct first interview
- Provide interview assessment report with recommendation and obtain written consent from the candidates for transferring their personal data to the Corporation for further arrangement
- Undertake reference checking for the selected candidate(s)
- Provide the current and expected salary of the selected candidate(s) with relevant supporting information upon request
- Process offer of employment to the successful candidate(s) and facilitate the offer negotiation
- Arrange medical check and working visa if applicable

Note: The Agent should seek prior consent from the Corporation before publishing recruitment advertisement with specific job requirements

3. Guarantee

- 3.1. The Agent shall offer a 3-month (non-managerial posts) / 6-month (managerial posts) guarantee for the appointed Personnel counting from the start date of the employment with the Corporation. This guarantee shall be honoured for any non-performance or early resignation by the appointed Personnel and will operate on the basis of an acceptable replacement being provided free of charge or if this is not possible for any reason, the original placement fee being refunded pro-rated to the period of employment versus the guarantee period.
- 3.2. If the Corporation considers that the performance of the Personnel is unsatisfactory, the Agent shall, upon the Corporation's request, within 1 week submit relevant CVs and within 1 month arrange a suitable replacement.

4. Responsibilities of the Agent

- 4.1. The Agent shall be fully responsible for locating, testing, interviewing, screening, obtaining written consent from the candidates for the transfer of their personal data in compliance with applicable rules and regulations and selecting the right candidates on their own before deploying them to interview / further arrangement / work for the Corporation. For each candidate that the Agent puts forward to the Corporation for consideration, his/her CV and the written consent shall be provided.
- 4.2. The Agent shall verify all personal information, including experience, qualifications and skills of the candidates and obtain reference from at least two preceding employers. A summary report on the candidates including CV and reference letters shall be given to the Corporation for record.
- 4.3. If candidates' CV are not submitted through the agreed approach, or are not sent to the Corporation's HR representative and or / processed without the Corporation's HR representative's knowledge, the Corporation reserves the right to determine whether the Agent's introduction of such candidate shall be recognized.

5. Agency Fee

- 5.1. For managerial grade, the Agent shall charge a maximum fee at no more than 20% of the annual guaranteed package (including basic salary, 13th month payment (if any) plus fixed-term allowance, excluding gratuity and any incentive / award / bonus payment on discretionary basis) of the appointed Personnel or an agreed lump sum, whichever is lower on a contingency basis.
- 5.2. For non-managerial grade, the Agent shall charge a maximum fee at no more than 15% of the annual guaranteed package (including basic salary, 13th month payment plus fixed-term allowance, excluding gratuity and any bonus on discretionary basis) of the appointed Personnel or an agreed lump sum, whichever is lower on a contingency basis.
- 5.3. The Agent shall offer a discounted corporate rate for the Corporation after the cumulative number of successful placement exceeds five (5) upon request.

6. Non-exclusivity

- 6.1. The Corporation reserves the right to conduct direct recruitment and / or may at its discretion appoint any or all of the approved recruitment consultants on its qualified list to undertake the recruitment search for the same post at the same time.
- 6.2. In case a candidate is referred by more than one agency for the same post at the same time, during shortlisting stage, the Corporation reserves the right to review which consultants' referral is recognised in consideration of their agency fee, service quality and past performance.

7. Personal Data Privacy

The Agent should have obtained full consent and permission from all candidates for the disclosure of their information to the Corporation for fulfilling the Agent's obligation under this General Terms & Conditions. The Agent shall ensure that any personal data collected and transferred to the Corporation is in compliance with the Personal Data (Privacy) Ordinance laid down by the Government of Hong Kong Special Administrative Region and all applicable privacy laws of other jurisdictions when the Recruitment Services involve data or information of candidates outside Hong Kong.

The Agent shall be solely liable for, and shall indemnify and hold the Corporation harmless against all claims, liabilities, losses and damages arising from and in connection with a failure by the Agent to comply with any applicable law and regulation of Hong Kong Special Administration Region.

8. Opting Out of the Contracts (Rights of Third Parties) Ordinance

The parties to this Contract do not intend that any term of this Contract shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Ordinance, by any entity or person who is not a party to this Contract.

9. Others

The Agent agrees that the Corporation has no responsibility to pay the agency fee, or the Agent has no right to claim the agency fee if the referred candidates:

- 9.1. have been referred by another recruitment agent for the same post in recent 6 months (except for scenario stipulated under 6.2); or
- 9.2. have not been interviewed but referred by another recruitment agent, or directly submit applications to the Corporation for any other posts at any time; or
- 9.3. have not been selected by the Corporation due to any reason. He / she can be referred by another recruitment agent, or directly submits application to the Corporation for other posts.

The Agent agrees that once the verbal offer is accepted by a candidate, he / she should not be arranged for any interviews with other companies and shall not solicit the same candidate for other companies within the next 12 months.